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September 23, 2002

TN REGULATORY AUTHORITY
DOCKET ROOM

The Honorable Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

DOCKET NO.

02-01091

RE: Interconnection Amendment – CTC-TN & NTCH-ET

Dear Chairman Kyle:

Enclosed for TRA approval are an original and 14 copies of Amendment One to an Interconnection and Traffic Interchange Agreement for Cellular and other 2-Way Mobile Radio Services between Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee and NTCH-ET, Inc.

A check in the amount of fifty dollars (\$50.00) to cover this filing fee is enclosed.

Please stamp as received the receipt copy and return it in the enclosed envelope.

If you have any questions please call me at 304-325-1216.

Sincerely,

J. Michael Swatts
State Government Affairs Director

Enclosures

**AMENDMENT ONE TO THE
INTERCONNECTION AND TRAFFIC INTERCHANGE AGREEMENT
FOR CELLULAR AND OTHER 2-WAY MOBILE RADION SERVICES**

This Amendment One to the Interconnection and Traffic Interchange Agreement for Cellular and Other 2-Way Radio Services ("Agreement") between those divisions and/or subsidiaries of Citizens Telecommunications Company of Tennessee d/b/a Frontier Communications of Tennessee (referred to as "Citizens") and NTCH-ET, Inc. ("Carrier") is made on this 10th day of May, 2002. Citizens and Carrier are referred to herein collectively as the "Parties".

Citizens and Carrier entered into the Agreement on 7/02/01 and approved by the Tennessee Regulatory Authority on October 24, 2001.

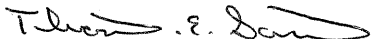
Citizens and Carrier desire to amend the Agreement.

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Change the Service Attachment for Type 2A Mobile- to-Land (Terminating) rate per minute from \$0.0080 to \$0.012 for Cookeville, Tennessee

All other terms and conditions of the Agreement will remain in full force and effect.

For Carrier:

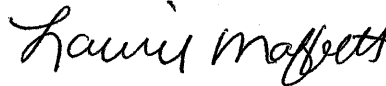
By: 

Typed: Thomas Sams

Title: Interconnect Manager

Date: August 6, 2002

For Citizens Telecommunications of Tennessee, LLC
d/b/a Frontier Communications of Tennessee:

By: 

Typed: Laurie Maffett

Title: Vice President Regulatory & Carrier Services

Date: 8/20/02

SERVICE ATTACHMENT - TYPE 2A

Section 1 - Description

Citizens' interconnection location: Cookeville, TN
CLLI Code: CKVLTNXA71T

Carrier's interconnection location: Cookeville, TN
Point of Interconnection (POI): CKVLTN150MD
NPA * NXX *

Note: * To be determined and provided to Citizens prior to the ordering of interconnecting facilities and the commencement of service

Legal Entities: NTCH-ET, Inc.
Citizens Telecommunications Company of Tennessee d/b/a Frontier
Communications of Tennessee

Effective Date: First Business Day After State Approval

Section 2 - Usage Sensitive Charges

2.1 Charges for Reciprocal Transport and Termination of Local Traffic Interchanged Between The Parties:

The land-to-mobile originating rate is limited in application to Land-to-Mobile (Originating) calls that originate in the Citizens Local Calling Area at the Point of Interconnection. The mobile-to-land terminating rate is limited in application to Mobile-to-Land (Terminating) calls that terminate at a point within a Citizens Exchange Area in Carrier's Service Area. All other traffic is subject to access rates.

The rates in this Section 2 constitute compensation to the Parties for both the transport and termination of local traffic interchanged between them.

2.2	Mobile-to-Land (Terminating) per minute*	\$0.012
	Land-to-Mobile (Customer charges Citizens) per minute	\$0.0000
	Non-MTA**	Access rates

apply

MTA

*limited in application to calls originating on Carrier's system within its Service Area and terminating at a point in a Citizens exchange area within the

**applicable to mobile-to-land (terminating) calls terminating at a point in a Citizens exchange area but which did not originate on Carrier's system within Service Area

Section 3 - Network Facilities

If Citizens is requested to provide facilities between the Point of Interconnection in Cookeville, TN and any Carrier facilities or locations within Carrier's Service Area, such facilities will be provided pursuant to the special access services' provisions of Citizens FCC #1 Tariff, Section 7. The rates for such facilities are subject to change during the term of this Agreement. When such facilities are arranged for 2-way operations, and are used to transport land-to-mobile traffic, the traffic rate will be apportioned between Citizens and the Carrier based on their relative use of the facility. During the first 12 months of this agreement Citizens and the Carrier will bill each other based on the Traffic Factors in Section 5 of the Service Attachment. The parties agree to review traffic volumes at a mutually agreeable time and adjust the billing percentages according to the then relative usage.

Section 4 - Scope

The Parties agree that this Agreement is interim in nature and negotiations of issues currently under review within the court system will be renegotiated by the Parties after such issues are resolved.

Section 5 - Traffic Factors

Mobile-to-Land Traffic Factor	70%
Land-to-Mobile Traffic Factor	30%